

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
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DEPARTMENT OF PROPERTY AND PROCUREMENT

SUPPLY CONTRACT

No. S71VINGT20 (FT)

This AGREEMENT, made this 1st day of October 2020,
to provide Landscaping Services to the Virgin Islands National Guard (Estate Nazareth Military Compound) in the St. Thomas/ St. John District by and between the Government of the Virgin Islands, hereinafter called the "GOVERNMENT", and Fabien's Trucking, LLC, whose address is P. O. Box 302942, St. Thomas, Virgin Islands 00803 hereinafter called the "CONTRACTOR",

WITNESSETH:

For, and in consideration of the acceptance of the Contractor's proposal, under Invitation for Bids No. IFB047GVIT20 (S) opened on August 14, 2020, and the award of this contract to the Contractor, notification hereof having been made to the Contractor on September 23, 2020, and in further consideration of the covenants and agreements of the Parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is mutually agreed between the Parties as follows:

SECTION 1. That for and in consideration of the price or prices and agreement in this proposal hereto attached and made a part of this Contract, the said Contractor agrees to furnish and deliver any or all of the services described in the said Invitation for Bids No IFB047GVIT20 (S) and the Scope of Work (Addendum I) at the price or prices stated therein and in strict accordance with the conditions of said accepted proposal. The Advertisement, Invitation for Bids, Compensation (Addendum II), General Provisions (Addendum III), Termination of Contracts (Addendum IV), any Supplemental Provisions and Specifications and the Purchase Order, including any change thereof, are all part and parcel of this Contract and are by this reference, incorporated in this Contract as fully and effectively as if set forth in detail herein.

SECTION 2. The Government, for and in consideration of the full and true performance of the work by the Contractor, agrees to pay the price or prices set forth in the attached Invitation for Bids and the line items as indicated in Addendum I Scope of Work, in lawful money of the United States, and the payment shall be made at the time and in the manner set forth in the Invitation for Bids and the General Provisions.

SECTION 3. This Contract shall commence on October 1, 2020 and shall terminate on September 30, 2021, unless mutually extended or terminated by the parties. The services under this contract shall be for a period of one (1) year with a renewal option for a period of one (1) year. No alterations or variations of the terms of the proposal shall be valid or binding upon the Government unless made in writing and approved by the Government.

SECTION 4. This Contract will remain in force for the full period specified and services of termination shall be satisfactorily delivered and accepted and/or until all terms and conditions have been met, unless:

- (a) terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for; or
- (b) extended upon written authorization of the Government and accepted by the Contractor, to permit ordering of unordered balances or additional quantities at contract price or prices and in accordance with the contract terms.

SECTION 5. Failure of the Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Government, or failure to make replacement of rejected services when so requested, immediately or as directed by the Government, will constitute authority for the Government to purchase in the open market to replace the services rejected or not delivered. The Government reserves the right to authorize immediate purchases in the open market against rejections on this contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Government for excess costs occasioned by such purchases. Such purchases will be deducted from contract quantities. However, should public necessity demand it, the Government reserves the right to use or consume services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Government.

SECTION 6. By execution of this contract, the Contractor certifies that it is eligible to receive contracts awarded using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

SECTION 7. Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

SECTION 8. Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

SECTION 9. The Contractor shall only provide services in accordance with the schedule outlined in Addendum I (Scope of Work) attached hereto and made a part hereof.

SECTION 10. This Contract is subject to the appropriation and availability of funds and to the approval of the Commissioner of the Department of Property and Procurement.

SECTION 11. The following insurance coverages are required by Contract and Contractor shall maintain these insurance coverages during the term of this Contract.

(a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than one hundred thousand dollars (\$100,000.00) for any one person per occurrence for death or personal injury and one hundred thousand dollars (\$100,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.

(b) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage


SECTION 12. A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.


This Contract shall become effective immediately upon and as of the day of signature by the Commissioner of the Department of Property and Procurement.


IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands on the day and year first above written.

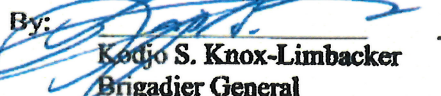
Witnesses:

GOVERNMENT OF THE VIRGIN ISLANDS



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By:  10/1/2020
Anthony D. Thomas Date
Commissioner
Department of Property and Procurement


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By:  7 Oct 20
Kodjo S. Knox-Limbacker Date
Brigadier General
The Adjutant General


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CONTRACTOR
By:  9/28/2020
Royson Fabien Date
President
Fabien's Trucking, LLC

ADDENDUM I

SCOPE OF WORK

Virgin Islands National Guard

Fabien's Trucking, LLC shall provide Landscaping Services to the Virgin Islands National Guard on St. Thomas, U.S. Virgin Islands.

SW 1-01 SCOPE: Furnish all materials, tools, supplies, equipment, labor and professional supervision required to perform grounds maintenance at the Estate Nazareth Military Compound at 6304 Estate Nazareth, St. Thomas, USVI 00802. This entails a minimum of **two (2) cuttings a month** with the possibility of **four (4) additional cuttings on call**. Proposal shall be made based on the price for a single cutting. The proposal amount shall be broken down to show a cost for the sub-areas as follows:

- 1) SFC LBF Readiness Center and surrounding areas
- 2) FMS #2 and CHP

SW 1-02 LOCATION: Sites of work are as follows:

- A. All improved grounds surrounding existing buildings, i.e. manicured areas to include fenced parking areas and non-fenced parking areas. Includes the internal and external fences for separating various areas.
- B. The perimeter fence line is a critical item for us. It must remain clear for visual inspection and foot patrols. It must also be free from any over growth that can be used for intrusion into the facility. A clear space of 15' on both sides of the fence is mandatory.
 - 1) The contractor will designate a full-time Project Supervisor who is qualified to enter the work areas and meets the OSHA definition of a Competent Person.
 - 2) No work shall be performed without the on-site presence of the Project Supervisor.
 - 3) The Project Supervisor shall maintain a Project LogBook and a Waste Disposal Log.
 - 4) The Project Supervisor will be responsible for the performance of the work and will represent the contractor in all respects at the project site. The Supervisor shall be the primary point of contact for the Contracting Officer.

SW 1-04 WORK TO BE ACCOMPLISHED: Work to be accomplished includes but is not limited to the following:

- A. Removal of debris from the property; mowing of the lawn and trimming of trees and shrubs and any other plants that are in need of pruning; inspection of plants and soil for insects, and the extermination of any insects that are discovered during normal maintenance activities.

- B. Grass will be cut to the lowest height achievable - maximum height will be 2" - without killing the grass or exposing bare soil.
- C. Fence lines are to be cleared of all vegetation and kept clear of vegetation throughout the contract period.
- D. Grass mowing includes all grass and vegetation for a distance of no less than 15 feet around the outside of the perimeter fence. In areas where the maintained property abuts a roadway, the mowing is to include the area from the perimeter fence to the actual roadway.
- E. Trimming and edging will be performed so that there is no vegetation left on or between concrete steps, sidewalks, any horizontal concrete or asphalt paving.
- F. Trimming and edging will be performed in all areas that require grass removal that cannot be reached by mowing.
- G. All excess debris and vegetation will be removed from the property being maintained. This includes cuttings performed by contractor and anything that has fallen from the existing trees or shrubs.
- H. Maintenance of planted flower beds in improved areas will include the removal of invasive plants and weeds in the planted areas as well as replacing of mulch as needed.
- I. Maintenance of areas of planted fruit trees will include removal of fallen fruit and cleaning of invasive plants from the tree base area, as well as replacement of mulch as needed
- J. Remove fallen palm fronds and other branches from the site.
- K. Pruning of shrubs and hedges is required.
- L. Cut/trim hedges and shrubs to ensure that walkways remain free and clear.
- M. The contractor will be responsible for ensuring that the safety guards on the lawnmowers are in the down position to minimize the uncontrolled distribution of grass, flying objects and other debris.
- N. Contractor will be responsible for damages caused to other vehicles or buildings as a result of flying objects.

SW 1-05 HOURS OF WORK: Contractor shall be required to perform the work between the hours of 6:00 a.m. and 7:00 p.m., on weekdays except for Federal holidays. Arrangements to work at different times or days must be coordinated through the Construction and Facilities Management Office in order to gain access to the facility. The work will be done on the first and third week of each month.

SW 1-09 SUSPENSION OF PERFORMANCE IN CASE OF EMERGENCY

In the event of a natural disaster or other emergency affecting operations at any facility covered by this statement of work, the VING, upon its sole discretion, may notify the contractor that performance of work at that facility is wholly or partially suspended until further notice.

The VING shall compensate the contractor for any services provided up to the date of suspension of performance.

The VING shall notify the contractor when services are to be reinstated and allow a reasonable mobilization period prior to resumption of performance.